

COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT

Contract # 720C-04208-09R03

International Recruitment & Placement, Registered Nurses

This contract entered into this 8th day of July 2009, by Professional Healthcare Associates, LLC, 34 Palmer Avenue, Suite 1, Bronxville, NY 10708 hereinafter referred to as "Contractor" and "Professional Healthcare Associates, LLC" or "PHA" and Commonwealth of Virginia, Department of Behavioral Health and Developmental Services (DBHDS), P.O. Box 1797, Richmond, Virginia 23218, hereinafter referred to as "DBHDS". The original Request for Proposal (RFP) #720C-04208-09R dated February 23, 2009 was issued under the name Department of Mental Health, Mental Retardation and Substance Abuse Services (DMHMRSAS) and Health Carousel's response to the proposal referenced DMHMRSAS as such, shall be change to read as Department of Behavioral Health and Developmental Services (DBHDS). The Departments name was changed by the Commonwealth of Virginia General Assembly under Senate Bill 1117 and House Bill 2300, effective July 1, 2009. DBHDS shall be defined to include Central Office and the following facilities:

Central Virginia Training Center  
Southeastern Virginia Training Center  
Southside Virginia Training Center  
Southwestern Virginia Training Center  
Catawba Hospital  
Southern Virginia Mental Health Institute  
Western State Hospital  
Commonwealth Center for Children & Adolescents  
Central State Hospital  
Southwestern Virginia Mental Health Institute  
Eastern State Hospital  
Northern Virginia Mental Health Institute  
Northern Virginia Training Center  
Piedmont Geriatric Hospital  
Hiram Davis Medical Center  
Virginia Center for Behavioral Rehabilitation

WITNESSETH that PHA and DBHDS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: PHA shall provide the services to DBHDS as set forth in the Contract Documents.


PERIOD OF PERFORMANCE: From July 20, 2009 through July 19, 2011. Contract may be renewed for two (2) additional two (2) year periods for software maintenance and support services upon mutual written agreement of both parties.

The contract documents shall consist of the following enclosed documents:

- (1) This signed form;
- (2) The following portions of the Request for Proposal (RFP) #720-04208-09R:
  - (a) Front cover pages (page 1 of 29 and page 2 of 29);
  - (b) Section I titled "Purpose";
  - (c) Section II titled "Background";
  - (d) Section III titled "Definitions";
  - (e) Section IV titled "Scope of Work";
  - (f) Section VII titled "General Terms and Conditions", (Applicable to the contract);
  - (g) Section VIII titled "Special Terms and Conditions", (Applicable to the contract); and
  - (h) Section IX titled "Method of Payment".
- (3) The following portions of PHA's response to the RFP dated March 25, 2009:
  - (a) Front cover pages (page 1 and 2 of 29);
  - (b) Section titled "Introduction";
  - (c) Section A titled "General Requirements";
  - (d) Section B titled "Specific Requirements", Section C titled "Specific Requirements for Other Facilities" and Section D titled "Recruitment Plan";
  - (e) Section E titled "Training", Section F titled "Standards of Performance", Section G titled "Quality Improvement-Quality Assurance-Risk Management (QA/QI/RM)", Section H titled "Desired Outcome of Contractor Work" and Section I titled "Placement Package"
- (4) Revised Cost proposal received from PHA dated July 8, 2009 titled "Tentative Final Cost Proposal".

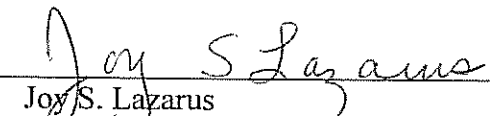
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

**Professional Healthcare Associates, LLC**

By:  *no Tef*  
Essie Krish  
President *Rep. Controlling*

Date: 7/15/09

**Department of Behavioral Health and Developmental Services**

By:   
Joy S. Lazarus  
Director, Office of Administrative Services

Date: 7/17/09

**Commonwealth of Virginia**

**REQUEST FOR PROPOSAL**

Issue Date: February 23, 2009

Issue Title: International Recruitment & Placement, Registered Nurses

Issuing Agency: Department of Mental Health, Mental Retardation and Substance Abuse Services (DMHMRSAS), P.O. Box 1797, Richmond, Virginia 23218-1797

Using Agency and Location Where Work Will Be Performed: DMHMRSAS facilities located through the Commonwealth of Virginia.

Period of the Contract: May 1, 2009 through April 30, 2011.

Renewals: Contract may be renewed for three (3) additional two (2) year periods upon mutual agreement between all parties.

Proposals will be received for furnishing services described herein until: **Wednesday, March 18, 2009 at 3:00 p.m. EST.**

Submit Comments Questions	Interested parties may submit written comments or questions on any aspect of this RFP <b><u>on or before 5:00 p.m. Wednesday, March 11, 2009.</u></b> Please submit your comments and questions to David T. Ray: By email: <a href="mailto:david.ray@co.dmhmrzas.virginia.gov">david.ray@co.dmhmrzas.virginia.gov</a>
Copies of RFP and Answers to submitted Questions	No other questions will be responded to if received after the <b><u>5:00 p.m. Wednesday, March 11, 2009</u></b> deadline.  May be obtained at <a href="http://www.dmhmrzas.virginia.gov">www.dmhmrzas.virginia.gov</a> on left side of screen under DMHMRSAS click on Procurement, then under More Information click on link to Solicitations for the Office of Administrative Services and look for solicitation number assigned: <b><u>RFP# 720C-04208-09R.</u></b>
Preproposal Conference	No Preproposal Conference.

**All offerors must register in eVA; failure to register may result in the proposal being rejected. No award shall be made to an Offeror not registered in eVA.**

**(See Section VII, Item S, "Business-To-Government Offeror Registration")**

**Proposal Delivery Information:**

All Proposals shall be addressed: DMHMRSAS, Office of Administrative Services. If mailed, send to P.O. Box 1797, Richmond, VA 23218-1797; if hand delivered Jefferson Building, 8th

Floor - Room 811, 1220 Bank Street, Richmond, Virginia, 23219. Envelopes should be marked with RFP number and opening date and time. It is the Offeror's responsibility to assure that proposals are received and logged in by Procurement Operations staff at the location indicated by the date and time above, regardless of the method of delivery. LATE proposals will NOT be accepted under any circumstances. This page and the following signature page must accompany your proposal, with all information supplied and signatures applied as required.

IN COMPLIANCE WITH THE ABOVE REFERENCED REQUEST FOR PROPOSALS AND TO ALL THE CONDITIONS IMPOSED HEREIN, IN FACT OR BY REFERENCE, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE SERVICES IN ACCORDANCE WITH THE ATTACHED SIGNED PROPOSAL OR AS MUTUALLY AGREED UPON BY SUBSEQUENT NEGOTIATION.

Offeror Name and Address:

_____	Date: _____
_____	By: _____
_____	(Official Signature in Ink)
Telephone: _____	Printed Name: _____
FEI/FIN Number: _____	Title: _____

**(Please check all that apply)**

<input type="checkbox"/>	Contractor DOES consider his/her firm to be a small, woman or minority owned business.
<input type="checkbox"/>	Contractor does NOT consider his/her firm to be a small, woman or minority owned business.
<input type="checkbox"/>	Contractor IS certified as a small, woman or minority owned business by VA Department of Minority Business Enterprise (DMBE).
<input type="checkbox"/>	DMBE Certification # _____ S    W    M    WS    MS (Circle One)
<input type="checkbox"/>	Contractor is NOT certified as a small, woman or minority owned business by VA Department Minority Business Enterprise.

**S = Small Business**

**W = Woman Owned**

**M = Minority Owned**

**WS = Woman Owned with Small Business Certification**

**MS = Minority Owned with Small Business Certification**

## **I. PURPOSE:**

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals to establish a term contract(s) through competitive negotiation with qualified private providers and organizations for the international recruitment and placement of licensed or eligible registered nurses (RN) for a commitment period of no less than two years to supplement current and future staff vacancies at the facilities of the Department of Mental Health, Mental Retardation and Substance Abuse Services (DMHMRSAS), an agency of the Commonwealth of Virginia, and those Community Services Boards (CSBs) that may elect to utilize the services available under any contract(s) resulting from this solicitation. Other state and local government agencies, including CSBs, may also be added as users of this contract from time to time.

## **II. BACKGROUND:**

The Department of Mental Health, Mental Retardation and Substance Abuse Services, under Title 37.1 of the Code of Virginia, as amended, implements the policies established by the State Mental Health, Mental Retardation and Substances Abuse Services Board (State Board) and is the responsible authority for the provision of mental health, mental retardation and substance abuse (MH/MR/SA) services to Virginians. Publicly funded outpatient mental health, mental retardation and substance abuse services are typically delivered in Virginia through a system of 40 Community Services Boards. Publicly funded in-patient MH/MR/SA services are primarily delivered through 11 hospitals and 5 MR training centers managed by the Department.

Currently, one MHMRSAS facility, Central State Hospital, hired 23 Registered Nurses under the old contract and 17 of the nurses are still employed at Central State Hospital and 1 has transferred to another DMHMRSAS facility.

## **III. DEFINITIONS:**

- A.** Purchasing Agency – Any DMHMRSAS facility, Community Services Board or other agency that may be added as a user to this contract that elects to purchase services from the contract(s) that result from this solicitation. DMHMRSAS facilities include:

- Catawba Hospital, Catawba, Virginia
- Central State Hospital (CSH), Petersburg, Virginia
- Central Virginia Training Center (CVTC), Lynchburg, Virginia
- Commonwealth Center for Children & Adolescents (CCCA), Staunton, Virginia
- Eastern State Hospital (ESH), Williamsburg, Virginia
- Hiram W. Davis Medical Center (HWDMC), Petersburg, Virginia
- Northern Virginia Mental Health Institute (NVMHI), Falls Church, Virginia
- Northern Virginia Training Center (NVTC), Fairfax, Virginia
- Piedmont Geriatric Hospital, Burkeville, Virginia
- Southern Virginia Mental Health Institute (SVMHI), Danville, Virginia
- Southeastern Virginia Training Center (SEVTC), Chesapeake, Virginia
- Southside Virginia Training Center (SVTC), Petersburg, Virginia
- Southwestern Virginia Mental Health Institute (SWVMHI), Marion, Virginia
- Southwestern Virginia Training Center (SWVTC), Hillsville, Virginia
- Virginia Center for Behavioral Health (VCBH), Petersburg, Virginia

Western State Hospital (WSH), Staunton, Virginia

- B. Contracting or Issuing Agency – The Department of Mental Health, Mental Retardation and Substance Abuse Services (DMHMRSAS), Office of Administrative Services.
- C. Contractor (s) – The provider(s) selected for award of a contract as the result of this Request for Proposals.
- D. Placement Package – The information (see Section IV., subsection A., Item I of this solicitation) that shall be submitted to Purchasing Agencies upon request to the Contractor for nurses' recruitment and placement services.

#### **IV. SCOPE OF WORK:**

The Contractor(s) shall be responsible for providing all resources for the international recruitment and placement of licensed (eligible) registered nurses, with psychiatric training preferred, upon request from the Purchasing Agencies, under the conditions itemized below:

##### **A. General Requirements:**

- 1. Nursing Experience – It is preferred that all RNs have nursing experience, psychiatric nursing preferred, consideration may be given to those without previous psychiatric experience on a case-by-case basis. The Purchasing Agency must approve RNs prior to commencement of work.
- 2. Employment – Approved RNs will be employed by the Purchasing Agency in accordance with the Commonwealth of Virginia Human Resource Management Policies and Procedures as permanent classified employees for no less than a two-year period. RNs will be required to work on-call hours, overtime, and all shifts, including weekends and state designated holidays. If the RN does not fulfill their two-year commit, the RN shall pay DMHMRSAS the total placement fee paid and travel/transportation expenses reimbursed by DMHMRSAS for the RN's travel to the DMHMRSAS facility. DMHMRSAS reserves the right to negotiate the reimbursement of these fees and expenses by the RN on a "case by case" basis.
- 3. Screening – The Contractor(s) shall provide a screening and testing mechanism for potential placement at the Purchasing Agency to include all licensing or visa applications required for working in the United States of America. In addition, the Contractor will ensure that each candidate shall have either passed the TOEFL (the Test of English as a Foreign Language) or IELTS (International English Language Testing System) English proficiency exam and either passed the CGFNS (Commission on Graduates of Foreign Nursing Schools) exam or NCLEX (National Council Licensure

Examination for Registered Nurses) or be currently working towards completion and passing of the CGFNS exam or NCLEX within 60 days of placement with the Purchasing Agency. The Purchasing Agency may request one or more of the following, in addition to the Contractor's screening tools or methods: FBI criminal history background investigation, finger printing, drug test, credit history report, TB test, and/or physical examination. The Purchasing Agency shall also offer Hepatitis B vaccinations to all personnel assigned to the Purchasing Agency's facility. The purchasing agency will have the opportunity to accept or reject any potential RN. The purchasing agency may request a personal interview with potential RNs via the telephone, teleconference, or in person.

4. Performance – In the event the Purchasing Agency identifies an RN that displays performance failures or undesirable behaviors, the Purchasing Agency will take necessary actions to correct such occurrences, prevent continuance, and/or request replacement within the first six months of employment. Upon request of replacement, Contractor shall provide the replacement at no additional cost to the Purchasing Agency.
  5. Changes in Requirements – The Purchasing Agency may request that an RN not be replaced due to voluntary resignation or non-voluntary termination. In the event that this happens within the first six months of employment, the purchasing agency shall receive a full refund of the replacement fee from the contractor
  6. Contractor's Representative – The Contractor(s) shall designate a Contract Representative to serve as a central contact to the Agency's Contract Administrator to coordinate recruitment and placement activities, exchange information, and answer questions regarding any subject relative to the contract, including billing inquiries.
  7. Employment – Staff placed by the Contractor(s) shall be under the direction of the Purchasing Agency's management staff and shall commit to no less than a two-year employment period and shall be considered employees of the Commonwealth of Virginia. The Purchasing Agency shall be responsible for payment of wages to the employees including benefits.
  8. Licensure - Nurses must possess a Virginia license or a letter of temporary licensure from the Virginia Board of Nursing that will allow them to practice in Virginia. Services rendered must be consistent with The Joint Commission and any other relevant policies, guidelines and standards as determined by the Purchasing Agency.
- B. Specific Requirements-: The primary requirement for registered nurses at Central State Hospital is in the psychiatric units of the hospital. Nurses assigned must comply with the standards of patient care as developed by the Director of Nursing from the Standards of Nursing Practice.
- C. Specific Requirement for Other Facilities: Although other facilities may have some limited needs, the primary requirements will be for general psychiatric nursing (RN)



duties. There may be limited need for primary care registered nurses and/or pediatric psychiatric registered nurses.

D. Recruitment Plan:

1. Recruitment Area: The Purchasing Agency requires that the Contractor's recruitment efforts be restricted geographically outside of the USA. The Offeror should include in its proposal an element in its recruitment plan to avoid geographic competition with the Purchasing Agency.
2. Recruitment Efforts: The Contractor(s) shall provide a detailed recruitment plan including its strategy for fulfilling qualified international RNs. During performance of the contract, if the Contractor(s) is unable to recruit acceptable RNs or other healthcare professionals, but has complied with all material components of the accepted recruitment plan, the Contractor(s) shall provide verifiable documentation (i.e., advertisements, etc.) of actions taken to satisfy the specific requirements of the resulting contract. Failure to provide adequate documentation may result in termination of the contract in part or in whole. Continued failure to meet recruitment expectations may also result in termination of the contract in part or in whole.
3. Expenses: The Contractor(s) shall be responsible for any and all incentives, licensure fees, immigration fees, perks, relocation expenses, or any other benefits offered to individuals recruited by the Contractor(s). The Contractor(s) shall arrange all orientation, transportation and overnight lodging for the selected RNs. The Purchasing Agency will be responsible for the reimbursement of travel/transportation expenses to the contractor.
4. Local Housing: The nurse shall be responsible in securing local housing and all costs associated with local housing.

E. Training:

1. General Orientation and Training: The Purchasing Agency may provide a general orientation that provides staff with information as to how nursing/medical practices are implemented at the Purchasing Agency. Most facilities require all nurses, whether permanent or temporary, to participate in the same orientation. This orientation may include: Human Rights, Infection Control, Fire Safety, CPR Certification, and Control of Aggressive Behavior. Should the Purchasing Agency determine that additional training and orientation is needed, the nurse shall be required to complete such training and certification of competency. .
2. Competency Testing: Each RN shall be subject to initial clinical competency testing and annual clinical competency testing. Training requirements may vary somewhat with each facility or Purchasing Agency.

F. Standards of Performance: Contractor's RNs shall provide a standard and quality of care designed to meet the following standards or accrediting programs and performs services according to their program design:

- The Joint Commission
- Civil Rights of Institutionalized Persons Act (CRIPA)
- Commonwealth of Virginia, DMHMRSAS Licensing Standards
- Commonwealth of Virginia, Board of Nursing, Licensing Standards
- Code of Virginia, Section 37.1-84.1, Rights of Patients and Residents
- Professional/Medical Staff Bylaws
- Rules, Regulations and Instructions of the Purchasing Agency
- The Practice of Nursing Statement
- The highest professional and ethical standard

Any deficiency in the performance of services resulting in notice from any regulatory or accrediting organization may constitute a breach of this agreement and shall be rectified immediately or may be grounds for contract termination for default. The Contractor must be able to provide evidence of clinical competency as required by the above-mentioned organizations and the Purchasing Agency.

G. Quality Improvement – Quality Assurance – Risk Management (QA/QI/RM):

1. Cooperation: The Contractor shall follow instructions of the Purchasing Agency and cooperate in any and all investigations, surveys, inspections of or by the Purchasing Agency and/or any oversight, certifying, licensure or similar agency or authority. This condition shall apply, and not be limited to, allegations of patient abuse; allegations of fraud, misuse or abuse of state resources.
2. Implementation: The Contractor shall implement all QA/QI/RM plans established by the Purchasing Agency.

H. Desired Outcome of Contractor Work: The expected outcome of the services provided under a contract resulting from this RFP shall be the delivery of high quality patient care with a treatment focus by qualified, experienced staff who will provide services placed with the current Purchasing Agency's staff and programs within a team environment to meet the overall Agency's mission as well as any requirements specified by the United States Department of Justice.

- I. Placement Package: When the Contractor receives a request for the assignment of a registered nurse to one of the specified Purchasing Agencies, the Contractor shall provide a "Placement Package" to the Purchasing Agency for review. A separate placement package shall be submitted for each registered nurse offered. The placement package shall consist of, at a minimum, the following specific information:

- Name of registered nurse.
- Application/Resume
- Educational Transcripts
- Training (copy of certificates):
  - Location.
  - Type.
- Current Virginia license or letter authorizing the nurse to practice in Virginia.
- Social Security number or application thereof.
- Certification and/or eligibility to work in the USA.
- Skills Check List.
- Copies of all Professional Licenses & Certifications.
- References

## VII. GENERAL TERMS AND CONDITIONS

- A. **VENDOR'S MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendor's Manual* and any revisions thereto, which are hereby incorporated into this contract in their entirety, except for chapter 9, titled Appeals. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.dgs.state.va.us/dps](http://www.dgs.state.va.us/dps) under "Manuals". The appeals procedures set forth in the DMHMRSAS Departmental Instruction 810 (ADM) 07 are applicable to these contractual services. A copy of these Instructions is available for reviews in the offices of the DMHMRSAS office of the Purchasing Agent are applicable to these contractual services.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations

- C. **ANTI-DISCRIMINATION:** By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, The Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body (*Code of Virginia*, Section 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the Contractor agrees as follows:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, the Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their proposals, Offerors certify that they are not currently debarred from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agency of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **CLARIFICATION OF TERMS:** If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- I. **PAYMENT:**
1. To Prime Contractor:
    - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
    - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
    - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
    - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
  - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments
- J. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- K. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.
- L. **CHANGES TO THE CONTRACT:** Changes can be made to the Contract in any one of the following ways:
  1. The parties may agree in writing to modify the scope of the contract. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to things such as the method of packing or shipment and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
    - a. By mutual agreement between the parties in writing; or
    - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractors records and/or to determine the correct number of units independently; or

- c. By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- M. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- N. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.



O. **NONDISCRIMINATION OF CONTRACTORS:** An offeror or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

P. **eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All offerors must register in eVA; failure to register may result in the proposal being rejected. No award shall be made to an Offeror not registered in eVA.

a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.

b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

c. For orders issued the Vendor Transaction Fee is:

- (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
- (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

Q. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

## **VIII. SPECIAL TERMS AND CONDITIONS:**

- A. AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- B. CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- D. SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- E. RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth two (2) successive two-year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional two-year period, the contract price(s) for the additional two-year period shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the medical care service category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the medical care service category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- F. **AUTHORITIES:** Nothing in this agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the Scope of Work contained herein. Furthermore, the Contractor shall not assign, sublet, or subcontract any work related to this agreement or any interest he/she/it may have herein without the express written consent of the Contracting Agency, except as specified herein.
- G. **CRIMINAL HISTORY:** The Purchasing Agency reserves the right to restrict activities required to provide these services herein to only persons who are without criminal convictions. This restriction shall not relieve the Contractor or Subcontractors of any requirements herein. Upon request of the Purchasing Agency, the contractor shall obtain and provide a criminal history background check on any persons provided under this contract. The Purchasing Agency, at its sole decision, may determine that an individual possessing a criminal conviction poses no risk or threat to the agency, its employees, and clients, and may waive the restriction on a case-by-case basis. Section 37.1-20.3 of the *Code of Virginia* lists certain criminal convictions for which no waiver can be granted.
- H. **CONTRACT MANAGEMENT AND ADMINISTRATION:** A primary contract administrator will be appointed by the Contracting Agency (DMHMRSAS Office of Administrative Services) who will be responsible for monitoring and evaluating contractor performance. Only the DMHMRSAS Office of Administrative Services may authorize any changes to the contract that modify, in a material fashion, the cost, terms and conditions, scope of work or delivery of services to be provided under the contract.
- I. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The contract will result in purchase order(s) with the eVA transaction fee specified as follows:
1. DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
  2. Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, website portal [www.eva.virginia.gov](http://www.eva.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

**Commonwealth of Virginia**

**REQUEST FOR PROPOSAL**

Issue Date: February 23, 2009

Issue Title: International Recruitment & Placement, Registered Nurses

Issuing Agency: Department of Mental Health, Mental Retardation and Substance Abuse Services (DMHMRSAS), P.O. Box 1797, Richmond, Virginia 23218-1797

Using Agency and Location Where Work Will Be Performed: DMHMRSAS facilities located through the Commonwealth of Virginia.

Period of the Contract: May 1, 2009 through April 30, 2011.

Renewals: Contract may be renewed for three (3) additional two (2) year periods upon mutual agreement between all parties.

Proposals will be received for furnishing services described herein until: **Wednesday, March 18, 2009 at 3:00 p.m. EST.**

Submit Comments Questions	Interested parties may submit written comments or questions on any aspect of this RFP <b><u>on or before 5:00 p.m. Wednesday, March 11, 2009.</u></b> Please submit your comments and questions to David T. Ray: By email: <a href="mailto:david.ray@co.dmhmrzas.virginia.gov">david.ray@co.dmhmrzas.virginia.gov</a> No other questions will be responded to if received after the <b><u>5:00 p.m. Wednesday, March 11, 2009</u></b> deadline.
Copies of RFP and Answers to submitted Questions	May be obtained at <a href="http://www.dmhmrzas.virginia.gov">www.dmhmrzas.virginia.gov</a> on left side of screen under DMHMRSAS click on Procurement, then under More Information click on link to Solicitations for the Office of Administrative Services and look for solicitation number assigned: <b><u>RFP# 720C-04208-09R.</u></b>
Preproposal Conference	No Preproposal Conference.

**All offerors must register in eVA; failure to register may result in the proposal being rejected. No award shall be made to an Offeror not registered in eVA.**

**(See Section VII, Item S, "Business-To-Government Offeror Registration")**

Proposal Delivery Information:

All Proposals shall be addressed: DMHMRSAS, Office of Administrative Services. If mailed, send to P.O. Box 1797, Richmond, VA 23218-1797; if hand delivered Jefferson Building, 8th Floor - Room 811, 1220 Bank Street, Richmond, Virginia, 23219. Envelopes should be marked with RFP number and opening date and time. It is the Offeror's responsibility to assure that proposals are received and logged in by Procurement Operations staff at the location indicated by the date and time above, regardless of the method of delivery. LATE proposals will NOT be accepted under any circumstances. This page and the following signature page must accompany your proposal, with all information supplied and signatures applied as required.

IN COMPLIANCE WITH THE ABOVE REFERENCED REQUEST FOR PROPOSALS AND TO ALL THE CONDITIONS IMPOSED HEREIN, IN FACT OR BY REFERENCE, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE SERVICES IN ACCORDANCE WITH THE ATTACHED SIGNED PROPOSAL OR AS MUTUALLY AGREED UPON BY SUBSEQUENT NEGOTIATION.

Offeror Name and Address:

Professional Healthcare Associates, LLC

Date:

3/25/09

34 Palmer Avenue, Suite 1

By:

*J. Riley*  
(Official Signature in Ink)

Bronxville, NY 10708

Printed

Telephone: (914) 779-3296

Name:

Jessica Riley

FEI/FIN Number: 80-0074315

Title:

Assistant Controller

(Please check all that apply)

	Contractor DOES consider his/her firm to be a small, woman or minority owned business.
x	Contractor does NOT consider his/her firm to be a small, woman or minority owned business.
	Contractor IS certified as a small, woman or minority owned business by VA Department of Minority Business Enterprise (DMBE).
	DMBE Certification # S W M WS MS (Circle One)
x	Contractor is NOT certified as a small, woman or minority owned business by VA Department of Minority Business Enterprise.

S = Small Business

W = Woman Owned

M = Minority Owned

WS = Woman Owned with Small Business Certification

MS = Minority Owned with Small Business Certification

## Introduction

**Professional Healthcare Associates, LLC (PHA)**, a wholly-owned subsidiary of Maxim Healthcare Services, Inc., stands ready and poised to not only propose International Recruitment & Placement Services for the Commonwealth of Virginia Department of Mental Health, Mental Retardation, and Substance Abuse Services (DMHMRSAS), but perhaps, more importantly, to demonstrate our unmatched expertise and capability in discovering, identifying and placing the most talented Registered Nurses in the global marketplace. This is what we do best, and we are enthusiastic about the prospect of partnering with the DMHMRSAS to successfully accommodate the expressed needs as outlined in the Request for Proposal.

Professional Healthcare Associates specializes in International Nurse recruitment. Over the past 14 years, **we have provided international nurse recruitment and placement services for over 200 clients** representing a wide cross section of both medical and non-medical facilities throughout the country. **As a result of our proven operational structure and philosophy, PHA has successfully recruited approximately 1,500 RNs.** Additionally, **we have helped facilitate over 500 visa conversions of RNs already in the United States.** Another characteristic that is distinct to PHA is our ability to utilize the resources of more than 400 field offices nationwide, which has enabled us to develop into one of the premier international nurse recruitment and placement firms in the United States.

PHA's recruitment network and outreach program spans the globe, as we sponsor and recruit our RNs from major international regions such as Asia, Africa, South America, Central America, the Caribbean, Europe, and the Eastern Bloc. Within these regions, Professional Healthcare Associates has built strong, lasting relationships with important international community constituencies that in many instances come directly to us because of the reputation we have established for our unique and steadfast commitment to our Nurses and their professional success in this country. Our largely, diverse pool of nursing talent represent an abundance of different countries that comprise our international recruitment network. Some of these countries include:

- |                          |                         |
|--------------------------|-------------------------|
| ▶ <b>The Philippines</b> | ▶ <b>Mexico</b>         |
| ▶ <b>South Korea</b>     | ▶ <b>India</b>          |
| ▶ <b>China</b>           | ▶ <b>Pakistan</b>       |
| ▶ <b>South Africa</b>    | ▶ <b>Romania</b>        |
| ▶ <b>Nigeria</b>         | ▶ <b>Hungary</b>        |
| ▶ <b>Brazil</b>          | ▶ <b>Poland</b>         |
| ▶ <b>Puerto Rico</b>     | ▶ <b>Czech Republic</b> |

The Commonwealth of Virginia and the DMHMRSAS can be assured that PHA more than has the requisite resources, experience, and operational structure to successfully meet those expressed needs and requirements as communicated in RFP. Indeed, we carry a rich tradition of providing superior medical staffing to hospitals, military treatment facilities, private practices, schools, correctional facilities, and other healthcare organizations needing to draw from the ever-increasing pool of talent within the international community. This earned reputation is derived from placing emphasis on quality service provision, recruiting talented personnel and embracing an uncompromising dedication to customer satisfaction.

1. **Nursing Experience** – It is preferred that all RNs have nursing experience, psychiatric nursing preferred, consideration may be given to those without previous psychiatric experience on a case-by-case basis. The Purchasing Agency must approve RNs prior to commencement of work.

PHA understands, recognizes and will fully comply with DMHMRSAS' expressed preference that all RNs have nursing experience, especially as in the area of psychiatric nursing. Further, we fully understand that the Purchasing Agency must approve RNs prior to commencement of work.

We assure DMHMRSAS that all of our Nurses not only have proven, measurable nursing experience, but also with each possessing a level of clinical psychiatric nursing experience. Additionally, PHA has a particularly strong recruitment pool of over 50 RNs from South Africa with an established specialty in psychiatric nursing.

2. **Employment** – Approved RNs will be employed by the Purchasing Agency in accordance with the Commonwealth of Virginia Human Resource Management Policies and Procedures as permanent classified employees for no less than a two-year period. RNs will be required to work on-call hours, overtime, and all shifts, including weekends and state designated holidays. If the RN does not fulfill their two-year commit, the RN shall pay DMHMRSAS the total placement fee paid and travel/transportation expenses reimbursed by DMHMRSAS for the RN's travel to the DMHMRSAS facility. DMHMRSAS reserves the right to negotiate the reimbursement of these fees and expenses by the RN on a "case by case" basis.

PHA has thoroughly read and reviewed the employment requirements as stated in the RFP, and offers its complete compliance to the terms as put forth in the RFP. Further, we understand that all of PHA's approved RNs will be employed by the Purchasing Agency in accordance with the Commonwealth of Virginia Human Resource Management Policies and Procedures as permanent classified employees **for no less than a two-year period**. PHA will responsibly and effectively communicate to each of our RNs the expressed terms and conditions of their employment.

As it relates to our RNs' fulfillment of the two-year commitment, PHA strongly believes in the professional integrity and reliability of our Nurses largely due to the recruitment, screening and hiring practices that we have instituted. Therefore, we do not carry any expectation other than our RNs complete fulfillment of the employment responsibilities and commitments to the DMHMRSAS, and the other participating bodies that may elect to utilize the services available under any contract resulting from this solicitation.

**3. Screening – The Contractor(s) shall provide a screening and testing mechanism for potential placement at the Purchasing Agency to include all licensing or visa applications required for working in the United States of America. In addition, the Contractor will ensure that each candidate shall have either passed the TOEFL (the Test of English as a Foreign Language) or IELTS (International English Language Testing System) English proficiency exam and either passed the CGFNS (Commission on Graduates of Foreign Nursing Schools) exam or NCLEX (National Council Licensure Examination for Registered Nurses) or be currently working towards completion and passing of the CGFNS exam or NCLEX within 60 days of placement with the Purchasing Agency. The Purchasing Agency may request one or more of the following, in addition to the Contractor's screening tools or methods: FBI criminal history background investigation, finger printing, drug test, credit history report, TB test, and/or physical examination. The Purchasing Agency shall also offer Hepatitis B vaccinations to all personnel assigned to the Purchasing Agency's facility. The purchasing agency will have the opportunity to accept or reject any potential RN. The purchasing agency may request a personal interview with potential RNs via the telephone, teleconference, or in person.**

PHA will be dedicated to the adherence of screening mandates as put forth in the RFP. Further, PHA has the requisite screening and testing mechanisms in place for potential placement at all participating Purchasing Agencies, including the expert capacity to manage and facilitate all licensing, visa applications, and required testing components. We also recognize and understand that the Purchasing Agency may request additional screening components.

Professional Healthcare Associates adheres to unyielding standards for the screening and hiring of all our RNs and maintains equally stringent conditions of employment. We believe that our healthcare professionals are a direct reflection on our reputation and level of quality we provide. The RNs sponsored by PHA have been screened in accordance with the Commission on Graduates of Foreign Nursing Schools (CGFNS) International, and are thereby eligible and qualified to meet US licensure and immigration requirements. As all credentials for US entry are dictated by the US Citizenship and Immigration Service (USCIS) and are required of any foreign educated RN coming from a country where English is not the official language of the country, PHA offers a screening and training program which follows such guidelines and thereby ensures that our RNs meet the requisite standards and requirements of this RFP. Thus, DMHMRSAS can be assured that all of PHA's RNs have the necessary certifications and licenses by the time they arrive in the United States. PHA manages and assists all of our RNs with the following applications:



- CGFNS Certificate
- ICHP Visa Screen Certificate
- NCLEX-RN License
- Social Security Number



Candidates for healthcare employment must successfully meet the following requirements prior to employment and/or assignment.

**Requirements for PHA Clinical Professionals**

**Completed Application that discloses previous work experience**  
**License/Certification Verification (as applicable)**  
**Current BLS and ACLS (as applicable)**  
**Knowledge Exam/Screening (varies per profession)**  
**Comprehensive Specialty Screening Evaluation (as applicable):**  
**PEDS; ICU/CCU; Neonatal; Labor/Delivery; OB/GYN;**  
**Med/Surg**  
**Clinical Skills Evaluation (as applicable)**  
**Health Examination (as applicable)**  
**Criminal Background Checks**  
**Professional/Personal Reference Checks**  
**Prospective Employee Interview**  
**Current copies of driver's license, health certificate (as applicable), I-9 documents, state-specific education and training certificates**

Our specific plan for meeting the needs enumerated in the RFP include processing and obtaining all of the previously-listed credentials, as well as the added screening of potential candidates for psychiatric nursing experience. Our current skills assessment tools (tests and checklists) are helpful but we will add skills checklists and medication administration exams specific to psych nursing. Minimum passing scores of 80% will be required for all candidates on all mentioned exams. PHA welcomes and accepts the offer of any training and/or orientation material from the purchasing agency- PHA will incorporate those materials into its existing orientation of each foreign-educated RN deemed a viable candidate for DMHMRSAS.

- 4. Performance – In the event the Purchasing Agency identifies an RN that displays performance failures or undesirable behaviors, the Purchasing Agency will take necessary actions to correct such occurrences, prevent continuance, and/or request replacement within the first six months of employment. Upon request of replacement, Contractor shall provide the replacement at no additional cost to the Purchasing Agency.**

While PHA does not anticipate, nor expect our RNs to display performance failures or undesirable behaviors, we understand that the Purchasing Agency will take all necessary actions to correct such occurrences, prevent continuance, and/or request replacement within the first six months of employment. Further, upon request, PHA shall provide the replacement at no additional cost to the Purchasing Agency.

We would like to take this opportunity to note that, as we would be engaged in a permanent placement contractual agreement, PHA would have limited ability to ensure

certain performance standards—especially considering those training and orientation activities that are specific to the various participating facilities which are designed to preclude such performance failures or undesirable behaviors.

- 5. Changes in Requirements – The Purchasing Agency may request that an RN not be replaced due to voluntary resignation or non-voluntary termination. In the event that this happens within the first six months of employment, the purchasing agency shall receive a full refund of the replacement fee from the contractor.**

While PHA does not anticipate, nor expect the voluntary resignation or non-voluntary termination of the RNs that we place, we understand and agree that if this should happen within the first six months of employment, the Purchasing Agency shall receive a full refund of the replacement fee from PHA.

- 6. Contractor's Representative – The Contractor(s) shall designate a Contract Representative to serve as a central contact to the Agency's Contract Administrator to coordinate recruitment and placement activities, exchange information, and answer questions regarding any subject relative to the contract, including billing inquiries.**

PHA is pleased to present its **Founder and President, Essie Krish**, who will serve as the central contact to the Agency's Contract Administrator. In this capacity, Ms. Krish will manage and oversee all recruitment and placement activities, maintain communications and the exchange of information, and stand readily available to field, answer, and resolve questions regarding any subject relative to the contract. Ms. Krish's information is as follows:

**Ms. Essie Krish, President & Account Manager**  
34 Palmer Avenue, Suite 1  
Bronxville, NY 10708  
(914) 779-3279 phone  
(914) 779-5128 fax  
[eskrish@phanurses.com](mailto:eskrish@phanurses.com)

DMHMRSAS will be the beneficiaries of a seasoned PHA Account Team with 14 years of specialized, concentrated experience in the area of International Nurse Recruitment and Placement. PHA's great success in recruiting and placing international nurses is a direct result of the outstanding staff Ms. Krish has assembled to ensure optimal provision of service. The PHA Team will be comprised of following professionals:

***Essie Krish, President & Account Manager***

Ms. Krish, a native of the Philippines, has created a vast and fluid, global network of talented, qualified, and experienced RNs which she is responsible for managing and nurturing for the benefit of PHA's clients. She oversees overall nationwide sales, client management, and employee relations. Ms. Krish will be responsible for monitoring service quality formally and informally—a process rooted in clear and assertive communication with participating DMHMRSAS facility supervisors and the

establishment of a strong, working relationship. Over the course of the contract period, she will seek performance feedback and conduct periodic customer satisfaction surveys.

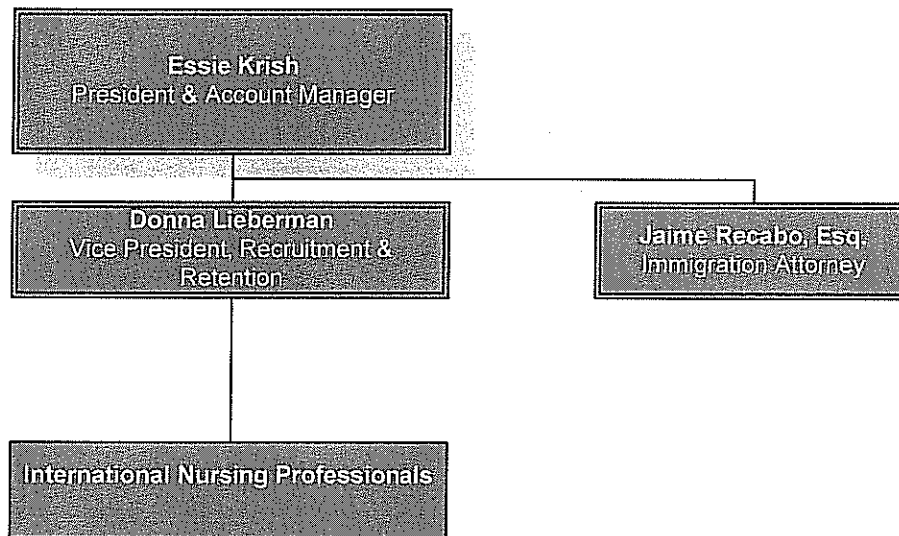
***Donna Lieberman, Vice President, International Recruitment***

Serving as Ms. Krish's chief executive, Ms. Lieberman has direct oversight and control of international nursing recruitment operations. Under this contract, she will be responsible for the management of immigration procedures and correspondence between International Registered Nurses and PHA. Additionally, she plays a central role in continued employee relations.

***Jaime Recabo, ESQ, Immigration Attorney***

Mr. Recabo serves as PHA's in-house counsel, specializing in all international nursing and recruitment legal matters. Thus, he is responsible for all legal documentation and immigration filings.

**PHA Account Team**



Please find below Ms. Krish's and Ms. Lieberman's respective resumes that summarize their professional qualifications.

	
Essie Krish	
<b>Name:</b>	Ms. Essie Krish
<b>Title:</b>	Founder, President & Account Manager
<b>Relevant Education:</b>	MBA, Fordham Graduate School of Business, Fordham University B.S., Business Administration, University of the Philippines
<b>Location:</b>	34 Palmer Avenue, Suite 1, Bronxville, NY 10708
<b>Phone/E-mail:</b>	(914) 779-3296 / eskrish@phanurses.com
<b>Description of Current &amp; Proposed Responsibilities:</b>	

**B****Specific Requirements**

The primary requirement for registered nurses at Central State Hospital is in the psychiatric units of the hospital. Nurses assigned must comply with the standards of patient care as developed by the Director of Nursing from the Standards of Nursing Practice.

PHA is more than prepared to provide our qualified pool of Registered Nurses for placement at Central State Hospital—nurses that will come with the skills and experience that give them the ability to successfully and effectively negotiate the psychiatric units of the hospital. Further, our assigned Nurses will come fully prepared to comply with the standards of patient care as developed by the Director of Nursing from the Standards of Nursing Practice.

**C****Specific Requirement for Other Facilities**

**Although other facilities may have some limited needs, the primary requirements will be for general psychiatric nursing (RN) duties. There may be limited need for primary care registered nurses and/or pediatric psychiatric registered nurses.**

We assure DMHMRSAS that all of our Nurses not only have proven, measurable nursing experience across a variety of disciplines/specialty areas, but they also possess a level of clinical psychiatric nursing experience.

**PHA has a particularly strong recruitment pool of over 50 RNs from South Africa with an established specialty in psychiatric nursing.**

**D****Recruitment Plan**

- 1. Recruitment Area: The Purchasing Agency requires that the Contractor's recruitment efforts be restricted geographically outside of the USA. The Offeror should include in its proposal an element in its recruitment plan to avoid geographic competition with the Purchasing Agency.**

Professional Healthcare Associates specializes in International Nurse recruitment and placement, and our recruitment efforts and practices are strictly internationally based. Further, our recruitment area spans the globe and is solely outside of the United States and in no way constitute geographic competition with the Purchasing Agency.

- 2. Recruitment Efforts: The Contractor(s) shall provide a detailed recruitment plan including its strategy for fulfilling qualified international RNs. During performance of the contract, if the Contractor(s) is unable to recruit acceptable RNs or other healthcare professionals, but has complied with all material components of the accepted recruitment plan, the Contractor(s) shall provide**

**verifiable documentation (i.e., advertisements, etc.) of actions taken to satisfy the specific requirements of the resulting contract. Failure to provide adequate documentation may result in termination of the contract in part or in whole. Continued failure to meet recruitment expectations may also result in termination of the contract in part or in whole.**

PHA's recruitment practices are unquestionably proven and successful. Over the past 14 years, we have provided international nurse recruitment and placement services for over 200 clients representing a wide cross section of both medical and non-medical facilities throughout the country. As a result of our proven operational structure and philosophy, PHA has successfully recruited approximately 1,500 RNs. Additionally, we have helped facilitate over 500 visa conversions of RNs already in the United States.

PHA currently has a pool of 300 International Nurses with USCIS Case Approvals, which is a direct result of a fluid, systematic, procedural, and aggressive recruitment practices.

**PHA's Current Pool of International Nurses w/USCIS Case Approvals  
(by country/region)**

Country/Region	# of Registered Nurses
Philippines	204
China	76
South Africa	30
Caribbean Islands	20

One of PHA's strongest unique selling propositions as it relates to our recruitment and retention practices is our ability to provide comprehensive, personalized service for our Nurses from the moment we establish contact with them in their respective countries to the time when they arrive in United States.

PHA's recruitment approach is to go directly to the countries where International Nurses are most qualified and most often recruited. During our recruitment visits, we offer comprehensive seminars on PHA as an international nursing recruitment firm and familiarize them with the processes involved in successfully working and living here in the United States. Each seminar is attended by the entire PHA team of executives, as we cover all aspects of recruitment/sponsorship and the employment process.

Those who attend our seminars are either contacted by us directly or through family, friends, and/or associates of the Nurses we have already successfully recruited to the United States. Additionally, through career/job search engines like Monster or Career Builder, Nurses have already contacted us and we, in turn, provide them with the seminar date and time via this Internet mechanism. PHA has also established strong and long-standing relationships with major international nursing schools and, thus, the Administrators from these respective schools request we hold recruitment seminars for their new graduates; this is done as a direct result of PHA's well-established and trusted

employment opportunities that we consistently deliver to their past graduates. We are a trusted by the individuals and international institutions that we serve, and this trust creates consistent access to a large, diverse pool of international nursing talent, that might not be otherwise realized.

In the interest of quality assurance and the competency of the nursing candidates, during our seminars we provide clinical skills checklists and medication proficiency exams. Upon identifying those Nurses who perform to our standards and demonstrate a level of proficiency in the clinical nursing fields, PHA then evaluates the Nurses level of seriousness, commitment and determination to be sponsored by our firm. Those deemed qualified by PHA for sponsorship are provided with further documents and applications that we will then bring back to our New York headquarters and begin processing these documents on behalf of our Nurses.

### *Step-by-Step Screening and Credentialing Process*

Essential to the international recruiting of Nurses is the screening and credentialing process. From the time PHA makes contact with the identified RN, we begin our screening and credentialing process necessary to facilitate the Nurses compliant and successful arrival to the United States. There are key components to this process, and they include the following steps and variables:

- 1) If the Nurse has either the CGFNS Certificate or the NCLEX RN license, PHA files the nurse's application for I-140 Employment-based Immigrant Visa with USCIS.
- 2) While the application is under review by the USCIS and National Visa Center (NVC), we assist the RN with applications for ICHP Visa Screening, NCLEX licensure (if not already obtained), and if obtained, applications for reciprocity/endorsement (as needed) to facilitate placement in the appropriate state upon arrival.
- 3) During the NVC review/processing period, PHA administers clinical skills checklists to measure exactly what clinical areas of expertise they possess (i.e. Med/Surg, PEDS, Pysch, ICU/CCU, etc.) and medication proficiency exams.
- 4) While NVC processes the Nurses case, oftentimes additional evidence is requested by NVC (in what is known as an RFE or Request for Evidence). PHA provides all such requested documentation (i.e. PHA/Maxim financial statements, contracts between PHA and the RN, contracts between PHA and the facility the Nurse will work, etc.) to NVC in a timely manner to ensure the viability of the RN's Visa application case.
- 5) When NVC determines the RN's case can be approved and notice is forwarded to the respective US Embassy of the nurse's eligibility for visa interview, PHA generates and forwards all necessary documents the RN must provide to the Consular Officer (job offer letters, updated employment contract, facility info,

proof of NVC fee bills, etc.). Provided that the RN has the aforementioned documents, along with personal, original documents (i.e. birth certificate, marriage certificate, police clearances, etc.) and either the NCLEX RN License or the ICHP Visa Screen Certificate, the RN will have achieved the ultimate goal of being issued the long-awaited Immigrant Visa.

Upon arrival in the United States, PHA has already determined the facility for which she will be placed/assigned. We will immediately work on taking care of the physical logistics of getting her working, including, but not limited to:

- ▶ Picking up the RN from the airport
- ▶ Finding housing
- ▶ Assisting in finding bedding, clothing, food, etc.

PHA is very sensitive to our Nurses arriving with little more than what is on their person, and we have a steadfast commitment to ensuring their well-being, as we realize that this is not only the right thing to do, but, in the end, is in the best interest of the clients that we aim to serve.

- 3. Expenses: The Contractor(s) shall be responsible for any and all incentives, licensure fees, immigration fees, perks, relocation expenses, or any other benefits offered to individuals recruited by the Contractor(s). The Contractor(s) shall arrange all orientation, transportation and overnight lodging for the selected RNs. The Purchasing Agency will be responsible for the reimbursement of travel/transportation expenses to the contractor.**

PHA clearly understands, and takes seriously, our responsibility for any and all incentives, licensure fees, immigration fees, perks, relocation expenses and any other benefits we offer to our RN recruits. Further, it is our normal business practice to manage and facilitate these stated responsibilities, as well as arrange all orientation, transportation and overnight lodging for RNs selected for placement.

In sum, it is, and will be, our standard practice to pay all necessary fees (i.e. attorney, immigration, licensure, examination, processing, etc.) and any other expenses associated with the recruitment and placement of our RNs for the Purchasing Agency.

- 4. Local Housing: The nurse shall be responsible in securing local housing and all costs associated with local housing.**

It is PHA's proud policy to assist all of our RNs in securing local housing (if necessary), as well as with those basic necessities for an International Nurse population that quite often arrives in this country with little to no resources to get started. We feel that this is not only the humanistic thing to do, but will also allow for optimal transition and performance by the Nurses that we place for the Purchasing Agency.

1. **General Orientation and Training:** The Purchasing Agency may provide a general orientation that provides staff with information as to how nursing/medical practices are implemented at the Purchasing Agency. Most facilities require all nurses, whether permanent or temporary, to participate in the same orientation. This orientation may include: Human Rights, Infection Control, Fire Safety, CPR Certification, and Control of Aggressive Behavior. Should the Purchasing Agency determine that additional training and orientation is needed, the nurse shall be required to complete such training and certification of competency.

PHA understands and recognizes the Purchasing Agency may provide a general orientation that provides staff with information as to how nursing/medical practices are implemented at the Purchasing Agency. To that end, we can assure the Purchasing Agency that our Nurses will be made fully aware of this possibility, in order for them to be readily prepared to willingly comply.

PHA welcomes and accepts the offer of any training and/or orientation material from the purchasing agency- PHA will incorporate those materials into its existing orientation of each foreign-educated RN deemed a viable candidate for DMHMRSAS.

2. **Competency Testing:** Each RN shall be subject to initial clinical competency testing and annual clinical competency testing. Training requirements may vary somewhat with each facility or Purchasing Agency.

PHA Nurses will be readily prepared to undergo any and all clinical competency testing as required under the terms of this contract. We understand that the training requirements may vary somewhat depending on the facility or Purchasing Agency, and our Nurses will most certainly be made fully aware of this variable.

Contractor's RNs shall provide a standard and quality of care designed to meet the following standards or accrediting programs and performs services according to their program design:

- The Joint Commission
- Civil Rights of Institutionalized Persons Act (CRIPA)
- Commonwealth of Virginia, DMHMRSAS Licensing Standards
- Commonwealth of Virginia, Board of Nursing, Licensing Standards
- Code of Virginia, Section 37.1-84.1, Rights of Patients and Residents



- Professional/Medical Staff Bylaws
- Rules, Regulations and Instructions of the Purchasing Agency
- The Practice of Nursing Statement
- The highest professional and ethical standard

Any deficiency in the performance of services resulting in notice from any regulatory or accrediting organization may constitute a breach of this agreement and shall be rectified immediately or may be grounds for contract termination for default. The Contractor must be able to provide evidence of clinical competency as required by the above-mentioned organizations and the Purchasing Agency.

PHA takes seriously the performance of the RNs that we recruit and place, and thereby makes this a point of emphasis in communicating our respective clients' *Standards of Performance*. With that said, PHA confirms its willingness and ability to conform to the minimum requirements as it relates to the Standards of Performance as put forth in this RFP.

## **G**

### **Quality Improvement-Quality Assurance-Risk Management (QA/QI/RM)**

1. **Cooperation:** The Contractor shall follow instructions of the Purchasing Agency and cooperate in any and all investigations, surveys, inspections of or by the Purchasing Agency and/or any oversight, certifying, licensure or similar agency or authority. This condition shall apply, and not be limited to, allegations of patient abuse; allegations of fraud, misuse or abuse of state resources.

PHA confirms its willingness and ability to conform to the minimum requirements as it relates to the QA/QI/RM Cooperation as put forth in the RFP.

2. **Implementation:** The Contractor shall implement all QA/QI/RM plans established by the Purchasing Agency.

PHA confirms its willingness and ability to conform to the minimum requirements as it relates to the QA/QI/RM Implementation requirements as put forth in the RFP.

## **H**

### **Desired Outcome of Contractor Work**

The expected outcome of the services provided under a contract resulting from this RFP shall be the delivery of high quality patient care with a treatment focus by qualified, experienced staff who will provide services placed with the current Purchasing Agency's staff and programs within a team environment to meet the overall Agency's mission as well as any requirements specified by the United States Department of Justice.

Professional Healthcare Associates has every confidence in the provision of high quality patient care by the RNs that we actively and strictly recruit and place. We are committed to our Nurses, and as a result, they demonstrate their commitment to us by providing the best care to each and every client that we serve.

Our proven methods for attracting and retaining quality healthcare professionals are the core of our success. Professional Healthcare Associates will provide the following services in an effort to ensure desired outcomes are met:

- Schedule international recruitment seminars or interviews
- Pre-screen nurses by the criteria established by DMHMRSAS and the Purchasing Agency
- Provide DMHMRSAS and the Purchasing Agency with fully qualified registered nurses in accordance with contract terms
- Provide a complete profile to include work history, skills checklist, references, licenses, and all documentations required by DMHMRSAS and the Purchasing Agency
- Prepare, file, and process applications to obtain the appropriate immigration documents, immigration visa to enter the United States
- Assist nurse with all documents, including licensing application, NCLEX, visa screen application, and guide each nurse through all English exams (TOEFL, TWE, TSE, or IELTS)
- Pay all necessary fees (attorney, immigration, licensure, examination, processing) and any other expenses associated in bringing the nurse to the client facility
- Manage nurses throughout process
- Organize travel arrangements to the United States.

In addition to facilitating our own screening and credentialing process, as previously mentioned, PHA welcomes and accepts the offer of any training and/or orientation material from the Purchasing Agency in an effort to further ensure the desired outcome of the services provided. PHA will incorporate such materials into its existing orientation of each foreign-educated RN deemed a viable candidate for DMHMRSAS.

## **I**

## **Placement Package**

**When the Contractor receives a request for the assignment of a registered nurse to one of the specified Purchasing Agencies, the Contractor shall provide a "Placement Package" to the Purchasing Agency for review. A separate placement package shall be submitted for each registered nurse offered. The placement package shall consist of, at a minimum, the following specific information:**

- **Name of registered nurse.**
- **Application/Resume**

- **Educational Transcripts**
- **Training (copy of certificates):**
  - **Location.**
  - **Type.**
- **Current Virginia license or letter authorizing the nurse to practice in Virginia.**
- **Social Security number or application thereof.**
- **Certification and/or eligibility to work in the USA.**
- **Skills Check List.**
- **Copies of all Professional Licenses & Certifications.**
- **References**

PHA agrees that it will provide a "Placement Package" to the Purchasing Agency for review, upon receiving a request for the assignment of our RNs to one of the specified Purchasing Agencies. Further, we assure the DMHMRSAS and all participating Purchasing Agencies that the "Placement Package" will consist of, at minimum, the information as outlined in this section of the RFP.

# Tentative Final Cost Proposal



July 8, 2009

David T. Ray  
DMHMRSAS  
Jefferson Building, 8<sup>th</sup> Floor—Room 811  
1220 Bank Street  
Richmond, VA 23219

**RE: RFP# 720C-04208-09R— Tentative Final Cost Proposal**

Dear Mr. Ray:

Thank you for the opportunity to present to you and the members of the Selection Committee Professional Healthcare Associates, LLC's (PHA) most recently revised cost proposal. Over the weeks, we have certainly appreciated the time and effort you have invested in this procurement process, and perhaps, more importantly, being able to participate in this final stage of the process. PHA has listened carefully to the expressed issues and factors of importance to the Committee in the decision-making process, and we have made every effort to address them in our offer. Further, we are also highly sensitive to the economic variables that the Commonwealth of Virginia face and must negotiate in meeting the needs of its citizens.

As we have previously indicated, one of PHA's strongest and most unique selling points as it relates to our recruitment and retention practices is our ability to provide comprehensive, personalized service to our nurses. This service begins at the moment we make initial contact with that person in his/her respective country and extends to the time he or she arrives in the United States.

Upon arrival in the United States, our company policy is to attend to the physical logistics of getting the nurse prepared for employment and include, but are not limited to:

- ☒ Picking up the RN from the airport
- ☒ Delivering the RN to our housing
- ☒ Providing bedding, clothing, food, utensils, cooking utensils, spending money, etc.
- ☒ Assisting with obtaining Social Security number and licensure reciprocity.

We consider these services important, but less so than the administrative work we must accomplish in order to get the RN legally sponsored, licensed, employed, settled, and a number of other factors that make the transition as seamless as possible. From a cost perspective, attaching a dollar amount to each of these services is extremely difficult, given that each nurse may have different needs. To be clear, whether nurses simply require a ride from the airport or a wider range of assistance (i.e. transportation, a new bed, clothing, shoes, food, etc.), PHA does not charge them, as these service components are standard to our operations.

PHA feels the assistance we offer these nurses, in whatever form deemed necessary, is our steadfast obligation and responsibility, both for the loyalty it fosters between us and the nurse as well as our strong belief that it is the right thing to do for someone new to this country.

Having arrived in America as an immigrant many years ago, I can personally attest to the intense apprehension and fear these nurses feel upon arrival. The importance of our being at the airport to meet these nurses cannot be stressed enough and is a vital component of a successful transition from one culture to another, which lends itself to a successful, professional relationship.

Part of the financial assistance we provide our recruits is spending money. It is not always needed, but when it is PHA gives them at least \$500 for monthly food expenses. PHA continues to assist them in this way until they begin work.

As for the families of our recruits, it has always been our policy to allow only the RN to travel to America initially, with the stipulation that the family may follow to the U.S. after a period of five (5) months. We find that this specific time frame allows an adequate period for the nurse to establish herself in a new environment (able to accommodate both herself and her dependents) and to ready herself for full-time employment. This time frame also is in accordance with USCIS policy and that of the US Embassies that provide visas to these nurses and their families. This policy states the family and the nurse shall be interviewed together, but the family can delay their immigration to America for a period of six (6) months from the date of the immigrant visa interview.

Finally, regarding nurses already in the United States who have utilized our immigration services to convert their visas (usually from B1/B2 Tourist Visa to either H1B Working Visa or EB3 Employment-based 3<sup>rd</sup> preference Immigrant Visa), we are willing to negotiate an appropriate adjustment of the fees we will charge to DBHDS. Together, we will review on a case-by-case basis when and if fee adjustment is necessary.

Based upon all of the above-mentioned explanations and stipulations, we are offering two cost proposals from which to choose and/or negotiate:

**Proposal A:**    **\$14,500.00** per nurse if nurse flies from her/his home country directly to the Commonwealth of Virginia. The purchasing agent's liaison agrees to provide all arrival assistance necessary to the nurse, including transportation from airport to housing, food, clothing, and bedding procurement and all other forms of initial help mentioned previously.

**Proposal B:**    **\$16,000.00** per nurse if nurse flies first to New York from his/her home country and is delivered to the Commonwealth of Virginia after all licensure and social security numbers are obtained (and whose fees shall be the responsibility of PHA). Proposal B's fee shall include assistance from the receiving facility's liaison in the forms to include: transportation from the local airport to nurse's housing, assistance with finding food stores in the local area, and assistance with transportation to the employing facility for orientation (normally on the tenth day of every month). All other issues such as procurement of the nurse's housing, rent, and initial living expenses shall be orchestrated by and the responsibility of PHA.

The receiving facility's liaison can contact PHA at any time regarding any of the above-noted responsibilities and forms of assistance. Please contact Essie Krish at 914-779-6099 or 845-721-4732 for questions or concerns regarding the process.

Please be assured that PHA has approached both this offer and the entire process with the utmost sensitivity and thoughtfulness, and it is our sincere hope that this will result in a successful partnership between PHA and DMHMRSAS.

Thank you for continued consideration, and we look forward to your decision.

Sincerely,

Essie Krish, President  
Professional Healthcare Associates, LLC